

SHARE PURCHASE AGREEMENT

THIS SHARE PURCHASE AGREEMENT (this “**Agreement**”) is made effective as of February 12, 2026 (the “**Execution Date**”)

AMONG:

HOLY CRAP FOODS INC., a company formed under the laws of the Province of British Columbia (the “**Target**”)

AND: **HAPPY BELLY COFFEE INC.**, a company existing under the laws of the Province of British Columbia (the “**Vendor**”)

AND: **RESTART LIFE SCIENCES CORP.**, a company incorporated under the laws of the Province of British Columbia (the “**Purchaser**”)

WHEREAS:

- A. The Vendor is the registered and beneficial owner of 100 common shares in the capital of Target, being all of the issued and outstanding Target Shares (as defined herein); and
- B. The Vendor wishes to sell to the Purchaser, and the Purchaser wishes to purchase from the Vendor, all of the Vendor’s legal and beneficial interest in the Target Shares as at the Closing, upon and subject to the terms and conditions set out in this Agreement;

THIS AGREEMENT WITNESSES that, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Target, the Vendor, and the Purchaser (each, a “**Party**” and, together, the “**Parties**”) covenant and agree as follows:

ARTICLE 1 **INTERPRETATION**

1.1 Definitions

In this Agreement, the following words and phrases will have the following meanings:

- (a) “**Affiliate**” means a company that is affiliated with another company as described below. A company is an Affiliate of another company if (a) one of them is the subsidiary of the other, or (b) each of them is controlled by the same person. A company is “controlled” by a person if (a) voting securities of the company are held, other than by way of security only, by or for the benefit of that person, and (b) the voting securities, if voted, entitle the person to elect a majority of the directors of the company. A person beneficially owns securities that are beneficially owned by (a) a company controlled by that person, or (b) an Affiliate of that person or an Affiliate of any company controlled by that person;
- (b) “**Agreement**” means this share purchase agreement, as the same may be amended, supplemented or restated from time to time;
- (c) “**Applicable Laws**” means, with respect to any Person, any domestic (whether federal, provincial, state, territorial, municipal or local) or foreign statutes, laws, ordinances, rules, administrative interpretations, regulations, Orders, writs, injunctions, directives, judgments, decrees or other requirements of any Governmental Body applicable to such Person or any of its Affiliates or any of their respective properties, assets, Employees, consultants or agents (in connection with such Employee’s, consultant’s or agent’s activities on behalf of such Person or any of its Affiliates), including Applicable Securities Laws;

- (d) “**Applicable Securities Laws**” means all applicable securities laws in all jurisdictions relevant to the issuance of securities of the Purchaser pursuant to the terms of this Agreement, including the rules and policies of any stock exchange;
- (e) “**Arbitrator Accounting Firm**” has the meaning set out in Section 2.4(c);
- (f) “**Base Purchase Price**” has the meaning set forth at Section 2.2;
- (g) “**Business Day**” means any day on which commercial banks are generally open for business in the City of Vancouver, British Columbia or the City of Toronto, Ontario, other than a Saturday, a Sunday or a day observed as a holiday in the City of Vancouver, British Columbia or the City of Toronto, Ontario;
- (h) “**CEBA Loan**” means the CEBA Loan with [REDACTED];
- (i) “**Closing**” means the closing of the Transaction pursuant to the terms of this Agreement;
- (j) “**Closing Date**” means the date of the Closing, being February 26, 2026, unless otherwise agreed between the Target and the Purchaser;
- (k) “**Closing Date Working Capital**” has the meaning set out in Section 2.4(a);
- (l) “**Closing Date Working Capital Statement**” has the meaning set out in Section 2.4(a);
- (m) “**Contract**” means any contract, agreement, mortgage, indenture, deed of trust, lease, license or other commitment, obligation or instrument, whether written or oral;
- (n) “**CSE**” means the Canadian Securities Exchange;
- (o) “**CSE Policies**” means the rules and policies of the CSE in effect as at the Closing Date;
- (p) “**Deposit**” has the meaning set forth at Section 2.2;
- (q) “**Effective Time**” means 12:01 a.m. (Pacific Time) on the Closing Date;
- (r) “**Employee**” means, with respect to any Person, any current, former or retired employee, officer, manager, consultant or director of such Person;
- (s) “**Encumbrances**” means mortgages, charges, pledges, security interests, liens, encumbrances, actions, claims or demands of any nature whatsoever or howsoever arising and any rights or privileges capable of becoming any of the foregoing;
- (t) “**Estimated Working Capital**” means Nil (\$0.00);
- (u) “**Execution Date**” has the meaning set forth on the first page of this Agreement;
- (v) “**Final Closing Date Working Capital**” has the meaning set out in Section 2.4(e);
- (w) “**Financial Statements**” means the financial statements of the Target for the fiscal years ending 2024 and 2025 made available to the Purchaser;
- (x) “**GAAP**” means generally accepted accounting principles as set forth in the CPA Canada Handbook – Accounting, for an entity that prepares its financial statements in accordance with Accounting Standards for Private Enterprises, at the relevant time, applied on a consistent basis;

- (y) “**Governmental Body**” means any government, regulatory or administrative authority, agency, commission, utility or board (federal, provincial, state, municipal or local, domestic or foreign) having jurisdiction in the relevant circumstances;
- (z) “**IFRS**” means International Financial Reporting Standards as adopted by the Canadian Accounting Standards Board, applied on a consistent basis;
- (aa) “**Indebtedness**” means, with respect to the Target, without duplication, any and all of the following (together with all accrued interest, prepayment penalties, or similar amounts payable upon the repayment of any of the foregoing):
 - (i) indebtedness, liabilities and obligations of such Person in respect of borrowed money or loans or advances of any kind including, without limitation, bank debt;
 - (ii) other obligations of such Person upon which interest charges are customarily paid;
 - (iii) guarantees, indemnities and other obligations to make any payment in respect of any of the foregoing, whether incurred alone or jointly with others, if and to the extent called upon;
 - (iv) liabilities under or in respect of any letters of credit, bankers acceptances, bank guarantees, surety bonds, or similar arrangements if and to the extent drawn upon;
 - (v) off-balance sheet obligations or liabilities; and
 - (vi) liabilities under or in respect of any capitalized lease obligations;
- (bb) “**Indemnified Party**” has the meaning set out in Section 11.3(a);
- (cc) “**Indemnifying Party**” has the meaning set out in Section 11.3(a);
- (dd) “**Intellectual Property**” means domestic and foreign intellectual property rights, including: (a) inventions, patents, applications for patents and reissues, divisions, continuations, re-examinations, renewals, extensions, and continuations-in-part of patents or patent applications; (b) copyrights, copyright registrations, and applications for copyright registration; (c) inventions (whether patentable or not), inventive ideas, discoveries, innovations, and developments; (d) designs and similar rights, design registrations, and design registration applications; (e) trade names, business names, corporate names, domain names, website names and world wide web addresses, social media accounts, common law trade-marks, trade-mark registrations, trade-mark applications, trade dress and logos, and the goodwill associated with any of the foregoing; and (f) trade secrets, confidential information, and know-how, software platforms, training standard operating procedures (SOPs) and materials;
- (ee) “**Inventory Count**” has the meaning set out in Section 2.5;
- (ff) “**Lease**” means the lease agreement dated October 23, 2020, as assigned, between Plant & Company Brands Group Inc., as tenant, and HRH Properties Corp. as landlord, for premises located at [REDACTED];
- (gg) “**Liabilities**” means, with respect to any Person, any liability or obligation of such Person of any kind, character or description, whether known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, determined, determinable or otherwise, and whether or not the same is required to be accrued on the financial statements of such Person;

- (hh) “**Lien**” means any lien, claim, charge, pledge, hypothecation, security interest, mortgage, restriction, assignment, trust or deemed trust, title defect or objection, title retention agreement, option or encumbrance of any nature or kind whatsoever, whether contractual, statutory or otherwise arising, other than: (a) statutory liens for Taxes not yet due and payable, and (b) such imperfections of title, easements and Encumbrances, if any, that will not result in a Material Adverse Effect;
- (ii) “**Losses**” means all claims, demands, losses, damages, liabilities and costs and expenses (including all reasonable legal and other professional fees and disbursements without reduction for tariff rates or similar reductions);
- (jj) “**Material Adverse Effect**” means, when used in connection with a Person, any change, event, violation, inaccuracy, circumstance or effect that is reasonably to be expected to result in losses, individually or in the aggregate, of at least \$10,000, or could reasonably be expected to be materially adverse to the business, assets (including intangible assets), Liabilities, capitalization, ownership, financial condition or results of operations of such Person or any Affiliate thereof, other than any change, event, circumstance or effect to the extent resulting from: (a) any action required or permitted by this Agreement; (b) changes in legal or regulatory conditions generally affecting the industry in which the Target operates; or (c) changes in the capital markets generally; provided that, in each case, any such change, effect, event or occurrence does not have a disproportionate effect on the Target or the Target Business;
- (kk) “**Material Contracts**” means any Contract or other obligation or right (and all amendments, modifications and supplements thereto to which the Target is a party affecting the obligations of the Target thereunder) to which the Target is a party or by which any of its properties or assets are bound that are material to the Target Business, properties or assets of the Target, including, to the extent any of the following are material to the Target Business, properties or assets of the Target, all: (a) employment, severance, personal services, consulting, non-competition or indemnification Contracts (including any Contract to which the Target is a party involving Employees), (b) Contracts granting a right of first refusal or first negotiation, (c) partnership or joint venture Contracts, (d) Contracts for the acquisition, sale or lease of material properties or assets of the Target (by purchase or sale of assets, shares or otherwise), (e) Contracts with any Governmental Body, (f) loan or credit Contracts, instruments evidencing indebtedness for borrowed money by a Party or any such Contract pursuant to which indebtedness for borrowed money may be incurred (including any guarantees given by the Target), (g) Contracts that purport to limit, curtail or restrict the ability of the Target to conduct business in a specific manner or compete in any geographic area or line of business, (h) all Contracts that have not been entered into in the ordinary course of business for the Target or which provide for payments to or from the Target in excess of \$10,000, individually or in the aggregate in any given year; and (i) any Contract with any Person with whom the Target does not deal at arm’s length (as such term is defined in the Tax Act); and (j) commitments or understandings to enter into any of the foregoing;
- (ll) “**Objection Notice**” has the meaning set out in Section 2.4(b);
- (mm) “**Order**” means any award, decision, injunction, judgment, order, ruling, subpoena or verdict entered, issued, made or rendered by any Governmental Body;
- (nn) “**Organizational Documents**” means: (a) the certificate of incorporation, articles, bylaws or other constituting documents of a Person, (b) any charter or similar document adopted or filed in connection with the creation, formation or organization of a Person, (c) any unanimous shareholders agreement or similar agreement, and (d) any amendment to any of the foregoing;
- (oo) “**Related Party Obligations**” means, without duplication, the aggregate of all shareholder loans and other amounts payable by the Target to the Vendor, or to Persons not dealing at arm’s length (as such term is defined in the Tax Act) with the Target or the Vendor;
- (pp) “**Released Persons**” means the Vendor and each past and present director or officer of the Target;

- (qq) "**Review Period**" has the meaning set out in Section 2.4(b);
- (rr) "**Party**" and "**Parties**" have the meaning set forth on the first page of this Agreement;
- (ss) "**Person**" is to be construed broadly and includes an individual, sole proprietor, corporation, body corporate, partnership, joint venture, association, trust, unincorporated organization, Governmental Body, or any other entity, or any trustee, executor, administrator or other legal representative thereof;
- (tt) "**Proceeding**" means any action, arbitration, audit, hearing, investigation, litigation or suit (whether civil, criminal, administrative, investigative or informal) commenced, brought, conducted, heard by or before, or otherwise involving, any Governmental Body;
- (uu) "**Purchaser**" has the meaning set forth on the first page of this Agreement;
- (vv) "**Purchase Price**" has the meaning set forth at Section 2.2;
- (ww) "**SEDAR**" means the System for Electronic Document Analysis and Retrieval;
- (xx) "**Straddle Periods Returns**" has the meaning set out in Section Article 10(b);
- (yy) "**Stub Period Returns**" has the meaning set out in Section Article 10(a);
- (zz) "**Target**" has the meaning set forth on the first page of this Agreement;
- (aaa) "**Target Business**" means the business conducted by the Target;
- (bbb) "**Target Intellectual Property**" has the meaning set out in Section 3.13(a);
- (ccc) "**Target Shares**" means all of the issued and outstanding shares in the authorized share structure of the Target, as of the Execution Date and the Closing Date, as more particularly set out at Exhibit A;
- (ddd) "**Tax**" or "**Taxes**" means, with respect to any Person, any tax, assessment, charge, dues, duty, rate, fee, impost, levy or similar charge of any kind, lawfully levied, assessed or imposed by any Governmental Body, including any income tax (including any tax on or based upon net income, gross income, income as specially defined, earnings, profits or selected items of income, earnings or profits) and capital tax, gross receipts tax, environmental tax or charge, sales tax, use tax, ad valorem tax, value added tax, transfer tax (including, without limitation, any tax relating to the transfer of interests in real property or entities holding interests therein), franchise tax, license tax, withholding tax, health tax, payroll tax, employment tax, pension plan premium, excise tax, severance, social security, workers' compensation, employment insurance or compensation tax, mandatory pension or other social fund tax or premium, stamp tax, occupation tax, premium tax, property tax, windfall profits tax, alternative or add-on minimum tax, goods and services tax, harmonized sales tax, customs duties or other tax, fee, import, assessment or charge of any kind whatsoever, or any instalment in respect thereof, together with any interest and any penalty or additional amount imposed by any Governmental Body (domestic or foreign) on such Person, and any interest, penalty, additional tax or addition to tax imposed with respect to the foregoing, whether disputed by such Person or not;
- (eee) "**Tax Act**" means the *Income Tax Act* R.S.C. 1985, 5th Supplement c.1, as amended and the regulations thereunder, as amended;
- (fff) "**Tax Return**" means any return (including any information return), report, statement, schedule, notice, form or other document or information filed with or submitted to, or required to be filed with or submitted to, any Governmental Body in connection with the determination, assessment,

collection or payment of any Tax, or in connection with the administration, implementation or enforcement of, or compliance with, any Applicable Laws;

- (ggg) **"Third Party Claim"** has the meaning set out in Section 11.3(a);
- (hhh) **"Transaction"** means, collectively, the acquisition by the Purchaser of all of the Target Shares from the Vendor, and all other transactions contemplated by this Agreement;
- (iii) **"Transaction Costs"** means the aggregate of all expenses incurred by the Target solely in connection with the transactions contemplated by this Agreement (excluding any such costs that were paid prior to Closing) that are payable by the Target on or after Closing, including without limitation all investment banking, legal, accounting, tax and other advisory fees incurred in respect of the transactions contemplated by this Agreement and the cost of obtaining any consents, approvals or permissions (save and except for the fee up to the maximum amount of \$1,000 payable to the landlord in connection with the required consent under the Lease, which shall be the responsibility of the Purchaser) or delivering any notices referred to in this Agreement (including, Taxes and disbursements related thereto); provided that, for the avoidance of doubt, Transaction Costs shall not include any expenses of the Purchaser incurred in connection with the transactions contemplated by this Agreement or any expenses that are captured by the definition of Indebtedness;
- (jjj) **"Transaction Documents"** means this Agreement and all such further documents, agreements and instruments required to be executed or filed by any Party or any Affiliate thereof to effect the consummation of the acquisition by the Purchaser of all of the Target Shares from the Vendor (all of which will be in form and content reasonably satisfactory to each Party) pursuant to the requirements of Applicable Laws relating to the acquisition by the Purchaser of all of the Target Shares from the Vendor, or by any other Governmental Body having jurisdiction, in order to carry out the terms and objectives of this Agreement;
- (kkk) **"Transition Period"** has the meaning set out in Section 10.2;
- (lll) **"Vendor"** has the meaning set forth on the first page of this Agreement;
- (mmm) **"Working Capital"** means without duplication, at the date being referred to:
 - (i) the aggregate of (A) all cash and cash equivalents, *plus* (B) accounts receivable, *plus* (C) prepaid expenses, *plus* (D) sellable inventories based on the Inventory Count (if applicable);
minus
 - (ii) the aggregate of (A) recorded accounts payable, *plus* (B) deferred revenue;
minus
 - (iii) the outstanding amount under the CEBA Loan.

1.2 Interpretation

For the purposes of this Agreement, except as otherwise expressly provided herein:

- (a) all references in this Agreement to a designated article, section or schedule is to the designated article, section or schedule of or to this Agreement, unless otherwise specifically stated;
- (b) the words "herein", "hereof" and "hereunder", and other words of similar import, refer to this Agreement as a whole and not to any particular article, section or schedule;

- (c) the singular of any term includes the plural and vice versa, and the use of any term is equally applicable to any gender and any Person;
- (d) the word “or” is not exclusive and the word “including” is not limiting (whether or not non-limiting language such as “without limitation” or “but not limited to” or other words of similar import are used with reference thereto);
- (e) all accounting terms not otherwise defined in this Agreement have the meanings assigned to them in accordance with GAAP or IFRS, as applicable, applied on a consistent basis;
- (f) except as otherwise provided, any reference to a statute includes, and is a reference to, such statute and to the regulations made pursuant thereto with all amendments made thereto and in force from time to time, and to any statute or regulations that may be passed which have the effect of supplementing or superseding such statute or such regulations;
- (g) where the phrase “to the knowledge of” the Vendor or phrases of similar import are used in this Agreement it will be deemed to mean the actual knowledge of the Vendor after having made due and diligent inquiries with the applicable or responsible Persons (including without limitation, directors, officers, shareholders, employees or personnel of the Target) that are reasonably necessary to enable the Vendor to make the statement or disclosure, which due and diligence inquiries the Vendor confirms have been made;
- (h) the headings to the articles and sections of this Agreement are inserted for convenience of reference only and do not form a part of this Agreement and are not intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof;
- (i) any reference to a corporate entity includes, and is also a reference to, any corporate entity that is a successor to such entity;
- (j) the representations, warranties, covenants and agreements contained in this Agreement will not merge at the Closing and will continue in full force and effect from and after the Closing for the applicable period set out in this Agreement; and
- (k) unless otherwise specifically noted, all references to currency are to Canadian dollars (\$).

ARTICLE 2 **PURCHASE AND SALE**

2.1 Purchase of Target Shares in Exchange for Consideration Shares

Subject to the terms and conditions of this Agreement, the Purchaser irrevocably agrees to acquire the Target Shares from the Vendor, and the Vendor irrevocably agrees to sell, assign and transfer all (and not less than all) of the Target Shares to the Purchaser, at Closing.

2.2 Purchase Price

The purchase price payable by the Purchaser to the Vendor for the Target Shares is equal to \$1,000,000.00 (the “**Base Purchase Price**”), subject to the adjustments determined in accordance with Section 2.4 (the Base Purchase Price with such adjustments, the “**Purchase Price**”). The Vendor acknowledges receipt of a deposit paid by the Purchaser in the amount of \$100,000.00 (the “**Deposit**”) in respect of the Purchase Price.

2.3 Payment of Purchase Price

At Closing, the Purchaser shall pay the Base Purchase Price, less the Deposit, by wire transfer of immediately available funds to an account or accounts designated by the Vendor to the Purchaser in writing.

2.4 Adjustment to Purchase Price

- (a) Within 60 days of the Closing Date, the Vendor shall prepare and deliver to the Purchaser, a statement (the "**Closing Date Working Capital Statement**") setting out the Vendor's determination of the Working Capital as of the close of business on the day prior to the Closing Date (the "**Closing Date Working Capital**") and a statement setting out any Indebtedness, Related Party Obligations and Transaction Costs of the Target as of the Effective Time (the "**Purchase Price Adjustment Statement**", and together with the Closing Date Working Capital Statement the "**Closing Statements**").
- (b) Following delivery of the Closing Statements, the Purchaser shall have a period of 30 days ("**Review Period**") to review and comment on such statement. On or prior to the expiry of the Review Period, the Purchaser shall notify the Vendor in writing ("**Objection Notice**") if there is any disagreement with respect to the amounts set forth in the Closing Statements, which notice shall specify the nature of such disagreement in reasonable detail and shall state the opinion of the Purchaser as to the correct amount.
- (c) The Purchaser and Vendor shall attempt in good faith to resolve all of the items in dispute set out in any Objection Notice 30 days of receipt of any Objection Notice. Any items in dispute not resolved within such 30 day period shall be referred thereafter by the Purchaser and the Vendor to any nationally recognized firm of Chartered Professional Accountants (other than the auditor or accountant of any of the Parties) mutually acceptable to the Purchaser and the Vendor (the "**Arbitrator Accounting Firm**"). The Arbitrator Accounting Firm shall be required to determine the items in dispute that have been referred to it as soon as reasonably practicable, but in any event not later than 30 days after the date of referral of the dispute to it. In making its determination, the Arbitrator Accounting Firm shall only consider the issues in dispute placed before it. The Purchaser and Vendor shall provide or make available all documents and information as are reasonably required by the Arbitrator Accounting Firm to make its determination. The determination of the Arbitrator Accounting Firm shall be final and binding on the Parties and the determination in respect of the Closing Statements shall be finalized in accordance with such determination. The fees and expenses of the Arbitrator Accounting Firm shall be shared equally by the Purchaser and the Vendor.
- (d) If the Purchaser does not deliver an Objection Notice on or prior to the expiry of the Review Period, the Purchaser shall be deemed to have accepted the Closing Date Working Capital Statement, and the Closing Date Working Capital as set out in the Closing Date Working Capital Statement shall be final and binding on the Parties.
- (e) "**Final Closing Date Working Capital**" shall be: (A) the Closing Date Working Capital set forth on the Closing Date Working Capital Statement if no Objection Notice is delivered by the Purchaser prior to the expiry of the Review Period; or (B) the Closing Date Working Capital set forth on the Closing Date Working Capital Statement as adjusted by: (i) the mutual agreement of the Purchaser and Vendor and/or (ii) the determination of the Arbitrator Accounting Firm.
- (f) Upon determination of the Final Closing Date Working Capital:
 - (i) if the Final Closing Date Working Capital is greater than the Estimated Working Capital, the Purchaser shall pay to the Vendor an amount equal to such excess;
 - (ii) if the Final Closing Date Working Capital is less than Estimated Working Capital, the Vendor shall pay to the Purchaser an amount equal to such shortfall;
 - (iii) if there is no difference between Final Closing Date Working Capital and the Estimated Working Capital, no further payment shall be owing by either Party.
- (g) If, upon determination of the Closing Statements, there existed any Indebtedness (other than the CEBA Loan, provided that the Vendors left the equivalent amount of in cash for the payment

thereof in the Target's bank account on Closing), Related Party Obligations or Transaction Costs as of the Effective Time that was not paid out in full by the Vendor on Closing, the Vendor shall pay the amount of such Indebtedness, Related Party Obligations or Transaction Costs to the Purchaser in accordance with Section 2.4(h)(ii).

- (h) The payments if any, pursuant to Section 2.4(f) and 2.4(g), shall be due and payable:
 - (i) by the Purchaser, within 10 days after the determination of the Final Closing Date Working Capital, by an interest free promissory note ("**Note**"), due and payable on the 1st anniversary of the Closing Date, together with a general security agreement granting the Vendor a security interest in the assets of the Target, to secure payment and performance of the Purchaser's obligations under the Note.
 - (ii) by the Vendor, within 10 days after the determination of the Final Closing Date Working Capital, by wire transfer of immediately available funds.

2.5 Inventory Count

Within 5 Business Days prior to the Closing Date, a representative of each of the Vendor and the Purchaser shall complete a physical count of the inventories of the Target for the purposes of verifying and agreeing to the dollar amount of such items of inventories based on the actual cost to purchase such inventories by the Target (the "**Inventory Count**"). The dollar amount of such inventories arrived at and agreed to on completion of the Inventory Count shall be included in the Closing Date Working Capital Statement. For purposes of the Inventory Count, any and all obsolete, expired or near expired products ("**Non-Sellable Inventory**") shall not be included unless agreed upon at the Inventory Count, provided that the adjustment for Non-Sellable Inventory shall not exceed 1% of the total Inventory Count. The requirement for an Inventory Count may be waived by mutual agreement of the Purchaser and Vendor in writing at any time prior to Closing.

2.6 Preparation of Filings

The Parties will co-operate in the preparation of any application for any required authorization and any other orders, registrations, consents, filings, rulings, exemptions, no-action letters and approvals, and in the preparation of any documents, reasonably deemed by any of the Parties to be necessary to discharge its respective obligations under this Agreement or otherwise advisable under Applicable Laws.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES OF THE TARGET AND THE VENDOR

The Vendor makes the following representations to the Purchaser, as at the Execution Date and as at the Closing, and acknowledges and agrees that the Purchaser is relying upon such representations and warranties in connection with the execution, delivery and performance of this Agreement:

3.1 Vendor Specific Matters

- (a) The Vendor is duly and validly formed and existing under the laws of its jurisdiction of formation, has all requisite power and capacity to enter into this Agreement, perform all of its obligations under this Agreement, and is duly qualified, licensed and registered in each jurisdiction where any such licence or registration necessary.
- (b) The execution, delivery and performance of this Agreement and each Transaction Document contemplated herein by the Vendor, and the completion of the Transaction contemplated hereby and thereby, will not constitute or result in a violation or breach of or default under, or allow any Person to exercise any rights under (i) any term or provision of any of the Organizational Documents of the Vendor, (ii) the terms of any contract to which the Vendor is bound (with or without notice, lapse of time or both), (iii) any term or provision of any licence, registration or

qualification held by the Vendor under any order of any Governmental Body or under any applicable Laws.

- (c) The execution and delivery of this Agreement and all Transaction Documents required to be executed and delivered the Vendor pursuant to this Agreement, and the completion of the Transactions contemplated by this Agreement, have been duly authorized by all necessary action of the Vendor.
- (d) This Agreement has been duly executed and delivered by the Vendor and constitutes a legal, valid and binding obligation of the Vendor enforceable in accordance with its terms.
- (e) No bankruptcy, insolvency or receivership proceedings have been instituted or are pending or, to the knowledge of such Vendor, threatened against such Party, and each are able to satisfy their liabilities as they become due (subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other applicable Laws relating to or affecting creditor's rights generally, and to general principles of equity).
- (f) The Vendor is not a non-resident of Canada within the meaning of the Tax Act.
- (g) The execution, delivery and performance of this Agreement by the Vendor will not result in the creation or imposition of any lien, encumbrance or restriction of any nature whatsoever in favour of a third party upon or against any of the Target Shares.

3.2 Organization and Good Standing

- (a) The Target is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of formation.
- (b) The Target has full corporate power, authority and capacity to conduct its business as it has been and is presently conducted, to own, operate or use the properties and assets that it purports to own, operate or use, and to perform all of its obligations under any applicable Contracts.

3.3 Capitalization and Title to Target Shares and Assets

- (a) Exhibit A sets out the authorized share structure of the Target, all of the issued and outstanding shares in the capital thereof, and the names of the Persons who are the legal and beneficial owners of such shares and the number and class of such shares held by such Person. The Target Shares constitute all of the issued and outstanding shares in the capital of the Target. All of the Target Shares have been duly authorized, are validly issued, fully paid and non-assessable.
- (b) All Target Shares have been issued in compliance with all Applicable Laws. None of the Target Shares were issued in violation of any agreement, arrangement or commitment to which the Target is a party or is subject to or in violation of any pre-emptive or similar rights of any Person.
- (c) There are no outstanding or authorized options, warrants, convertible securities or other rights, agreements, arrangements or commitments of any character relating to any shares or other securities in the capital of the Target or obligating the Target to issue or sell any shares or other securities of, or any other interest in, the Target. The Target has no outstanding nor authorized any share appreciation, phantom share, profit participation, equity compensation plans or similar rights. There are no voting trusts or agreements, escrow agreements, pooling agreements, unanimous shareholder agreements or other shareholder agreements, proxies or other agreements or understandings in effect with respect to the voting or transfer of any of the Target Shares.
- (d) The Vendor is the legal and beneficial owner of the Target Shares set out beside the Vendor's name in Exhibit A, with all right, title and interest therein, each free and clear of all Encumbrances.

- (e) The Target is the legal and beneficial owner of, possesses, and has good and marketable title to all of the assets that the Target purports to own including all the properties and assets reflected as being owned by the Target in its financial books and records, free and clear of any and all Encumbrances, save and except for those loans set out at Schedule 3.6. None of the assets of the Target are in the possession, or under the control, of any other Person.
- (f) There is no agreement, contract, option, commitment or other right in favour of, or held by, any Person to acquire or possess any of the assets of the Target.

3.4 Authority and Binding Obligation

The Target has all requisite power and authority to execute and deliver the Transaction Documents to be signed by it, to perform its obligations thereunder, and to consummate the transactions contemplated thereby. The execution and delivery of each of the Transaction Documents by the Target and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of the Target. This Agreement has been, and the other Transaction Documents when executed and delivered by the Target and the Vendor as contemplated by this Agreement will be, duly executed and delivered by the Target and the Vendor, and this Agreement is, and the other Transaction Documents when executed and delivered by the Target and the Vendor as contemplated hereby will be, valid and binding obligations of the Target and the Vendor, enforceable against the Target and the Vendor in accordance with their respective terms.

3.5 No Violation

Neither the execution, delivery and performance of this Agreement, nor the consummation of the transactions contemplated herein, will:

- (a) conflict with, result in a violation of, cause a default under (with or without notice, lapse of time or both) or give rise to a right of termination, amendment, cancellation or acceleration of any obligation contained in or the loss of any material benefit under, or result in the creation of any Encumbrance or Lien upon any of the material properties or assets of the Target under any term, condition or provision of any loan or credit agreement, note, debenture, bond, mortgage, indenture, lease or other agreement, instrument, permit, license, judgment, Order, decree, statute, law, ordinance, rule or regulation applicable to the Target or its material property or assets;
- (b) violate any provision of the Organizational Documents of the Target or any Applicable Laws;
- (c) violate any Order of any Governmental Body applicable to the Target or any of its material property or assets; or
- (d) the provisions of any Contract to which the Target is a party or by which it is, or any of its properties or assets are bound;

3.6 Material Contracts

The Target has provided the Purchaser with all Material Contracts entered into by the Target in the course of carrying on the Target Business each of which are listed in **Schedule 3.6**. Other than the Material Contracts listed **Schedule 3.6**., the Target is not a party to or bound by any other Material Contract, whether oral or written, and the Material Contracts are all valid and subsisting, in full force and effect and unamended, and to the knowledge of the Vendor, no material default or violation exists in respect thereof. The Target is not aware of any intention on the part of any of the parties thereto to terminate or materially alter any Material Contracts or any event that, with notice or the lapse of time, or both, will create a material breach or violation thereof, or default under any Material Contracts. To the knowledge of the Vendor, the continuation, validity and effectiveness of each Material Contract will not be affected by the consummation of the transactions contemplated by this Agreement.

3.7 Subsidiaries

The Target has no subsidiaries or a material interest in any Person.

3.8 Employees

Schedule 3.8 contains a complete and accurate list of the names of all employees and contractors of the Target as at the date hereof, and includes an accurate description of the compensation, position, date of hire and working location of each such employee or contractor. With respect to the Employees and contractors of the Target:

- (a) the Target is, to the Vendor's knowledge, in material compliance with all terms and conditions of all Applicable Laws respecting employment, including pay equity, wages, hours of work, overtime, vacation, human rights, work safety and health;
- (b) there are no material employee related claims, complaints, investigations, or orders under all Applicable Laws, respecting employment now pending or, to the knowledge of the Vendor, threatened against the Target by or before any Governmental Body as of the date of this Agreement;
- (c) as of the date of this Agreement, there are no employment-related claims or, to the Vendor's knowledge, potential claims; and
- (d) each contractor of the Target has been properly classified by the Target as an independent contractor and neither the Vendor nor the Target have received any notice disputing such classification.

3.9 Tax Matters

With respect to Taxes:

- (a) all Tax Returns required by Applicable Laws to be filed with any Governmental Body by or on behalf of the Target have been filed when due in accordance with Applicable Laws (taking into account any applicable extensions), and all such Tax Returns are complete and correct in all material respects;
- (b) the Target have paid, or has collected, withheld, and remitted to the appropriate Governmental Body, all Taxes due and payable by it on a timely basis. The Target has provided adequate accruals in accordance with GAAP in the Financial Statements for any Taxes of the Target for the period covered by the Financial Statements that have not been paid whether or not shown as being due in any Tax Returns. Since the date of the most recent of the Financial Statements, no liability in respect of Taxes not reflected in such Financial Statements or otherwise disclosed herein, has been assessed, proposed to be assessed, incurred or accrued, other than in the ordinary course of business;
- (c) no deficiencies, litigation, proposed adjustments, or other matters in controversy exist or have been asserted with respect to Taxes of the Target, and the Target is not party to any action or proceeding for assessment or collection of Taxes and no such event has been asserted or, to the knowledge of the Vendor, threatened against the Target, or any of its assets; and
- (d) there are no currently effective elections, agreements, or waivers extending the statutory period or providing for any extension of time with respect to the assessment or reassessment of any Taxes, or of the filing of any material Tax Return or any payment of Taxes, by the Target.

3.10 Compliance

The Target is and has been in material compliance with all Applicable Laws, and in compliance with the requirements of each Governmental Body required for the operation of the Target Business.

3.11 Legal Proceedings

- (a) There is no pending Proceeding:
 - (i) that has been commenced by or against the Target or that otherwise relates to or may materially affect the Target Business; or
 - (ii) that challenges, or that may have the effect of preventing, delaying, making illegal, or otherwise interfering with, any of the transactions contemplated herein.
- (b) To the knowledge of the Vendor, no Proceeding has been threatened against the Target, or with respect to the Target Business.

3.12 Operating Permits and Licenses

The Target owns or holds all necessary permits, licenses, consents, authorizations, approvals, privileges, waivers, exemptions, Orders (inclusionary or exclusionary) or other concessions required in connection with the conduct of the Target Business, each of which are listed in **Schedule 3.12**. All such permits and licenses are valid and enforceable, each in accordance with its respective terms, and no party to any of them is in default thereunder or in breach thereof, or would, with the giving of notice or the lapse of time or both, be in breach or default thereof (including without limitation in connection with the execution of this Agreement and completion of the transactions contemplated hereby), except to the extent such default would not reasonably be expected to result in a Material Adverse Effect with respect to the Target.

3.13 Intellectual Property

With respect to Intellectual Property:

- (a) the Target owns or possesses, or has the sole right to use, all Intellectual Property used in the Target Business (collectively, the "**Target Intellectual Property**"), as further detailed at **Schedule 3.13**;
- (b) all Target Intellectual Property is valid and enforceable, subject only to any limitation under bankruptcy, insolvency, or other Applicable Laws affecting the enforcement of creditors' rights generally and the discretion that a court may exercise in the granting of equitable remedies, such as specific performance and injunction, and do not infringe in any material way upon the rights of others;
- (c) to the knowledge of the Vendor, no third party is infringing upon the Target Intellectual Property; and
- (d) to the knowledge of the Vendor, the conduct of the Target Business does not infringe the Intellectual Property of any third party, and the Target has not received any notice of any unauthorized use, infringement or misappropriation of the Intellectual Property rights of any third parties.

3.14 Inventory

The inventories maintained by the Target have been accumulated for use or sale in the ordinary course of the Target Business, and are in good marketable and saleable condition, and the present levels of the inventories are consistent with the levels of inventories that have been maintained by the Target before

the date of this Agreement in the ordinary course of the Target Business in light of seasonal adjustments, market fluctuations and the requirements of customers of the business.

3.15 Financial Statements

The financial records of the Target, as disclosed in the Financial Statements, are complete and accurate in all material respects and present fairly the financial condition, financial performance, and cash flows of the Target as at the date and for the periods indicated therein. The Target has not undertaken any off-balance sheet transactions that are not reflected in the Financial Statements.

3.16 Lease

The Lease is valid and subsisting, all rental and other payments required to be paid pursuant to the terms thereof have been duly paid, and the Target is not otherwise in default in meeting its obligations under it. No Lease has been assigned to any Person. The premises leased pursuant to the Lease constitute all of the all of the leased real property used in the Target Business and the Target does not own any real property. The Target has the exclusive right to use and occupy its leased real property and there are no events of default in on the part of any landlord or tenant that remain outstanding in respect of the leased real property of the Target.

3.17 Consents and Approvals

Except as disclosed in **Schedule 3.17**, there is no authorization, licence, approval, consent, order or any other action of, or any registration, declaration, filing or notice with or to any Governmental Body or any other Person that is required for the completion or performance by the Vendor or Target of any of the transactions contemplated by this Agreement, or the validity or enforceability of this Agreement against the Vendors or the Target.

3.18 Absence of Changes

Since the date of the most recent annual Financial Statements, the Target has conducted the Target Business in the ordinary course and consistent in all material respects with past practices and the Target has not suffered any Material Adverse Effect.

3.19 Fees

Neither the Vendor nor Target have retained, engaged or entered into any contract, agreement or commitment (whether written or oral) with any Person who is or will be entitled to a retention bonus, employe incentive payment, broker's commission, finder's fee, investment banker's fee, advisor fees (including professional financial, accounting or legal fees) or similar payment in connection with the negotiation, execution or performance of this Agreement or introducing the Parties to this Agreement to each other.

3.20 Proceedings

There are no actions, suits, judgments, investigations or Proceedings outstanding or pending, or threatened, by or against or affecting the Target at law or in equity or before or by any court or Governmental Body and to the Vendor's knowledge there is no basis for any such action, suit, judgment, investigation or Proceeding. There are no claims for indemnification made by a third party against the Target with regard to any facts, circumstances, events, conditions or occurrences in existence on or prior to the date hereof pursuant to any contracts of the Target, including without limitation the Lease and the Material Contracts.

3.21 Solvency

The Target is not insolvent, and has never: (i) committed an act of bankruptcy; (ii) proposed a compromise or arrangement to its creditors generally; (iii) had any petition for a receiving order in bankruptcy filed against it; (iv) taken any proceeding with respect to a compromise or arrangement to creditors generally; (v) taken any proceeding to have itself declared bankrupt or wound-up; (vi) taken any proceeding to have a receiver appointed of any part of its assets; (vii) had any encumbrancer take possession of any of its property; or (viii) had any execution or distress become enforceable or become levied upon any of its property.

3.22 Indebtedness, Related Party Obligations, Transaction Costs

Except for the CEBA Loan, the Target has no Indebtedness, Related Party Obligations or Transaction Costs as at Closing.

3.23 Accounts Payable

There are no accounts payable nor any deferred revenue in respect of any goods purchased by, or services performed for the Target that are not properly reflected in the applicable Financial Statements of the Target.

3.24 Survival

The representations and warranties of the Vendor under this Article 3 will survive the Closing for a period of two years from the Closing Date.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser makes the following representations to the Vendor as at the Execution Date and as at the Closing, and the Purchaser acknowledges that the Vendor is relying upon such representations and warranties in connection with the execution, delivery and performance of this Agreement:

4.1 Organization and Good Standing

- (a) The Purchaser is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of formation.
- (b) The Purchaser has full corporate power, authority and capacity to enter into and perform all of its obligations under this Agreement.

4.2 Authority and Binding Obligation

The Purchaser has all requisite corporate power and authority to execute and deliver the Transaction Documents to be signed by it, and to perform its obligations thereunder, and to consummate the transactions contemplated thereby. The execution and delivery of each of the Transaction Documents by the Purchaser and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of the Purchaser. This Agreement has been, and the other Transaction Documents when executed and delivered by the Purchaser as contemplated by this Agreement will be, duly executed and delivered by the Purchaser, and this Agreement is, and the other Transaction Documents when executed and delivered by the Purchaser as contemplated hereby will be, valid and binding obligations of the Purchaser, enforceable in accordance with their respective terms.

4.3 No Violation

Neither the execution, delivery and performance of this Agreement, nor the consummation of the transactions contemplated herein, will:

- (a) violate any provision of the Organizational Documents of the Purchaser; or
- (b) violate any Order of any Governmental Body applicable to the Purchaser.

4.4 Reporting Status

The Purchaser is a reporting issuer in good standing in the Provinces of British Columbia, Alberta, and Ontario, and is in compliance in all material aspects with applicable securities laws in those jurisdictions. The shares in the capital of the Purchaser are listed on the CSE and the Purchaser is in material compliance with the rules and regulations of the CSE.

4.5 Regulatory Approvals

Prior to the Closing, the Purchaser will have obtained or completed, as applicable, all authorization, consent, permit, exemption or approval of, or filing with or notice to, any Governmental Body, or any regulatory body, court or tribunal having legal jurisdiction, required in connection with the execution and delivery by the Purchaser of this Agreement and the Transaction Documents or the performance of its obligations hereunder and thereunder.

4.6 Survival

The representations and warranties of the Purchaser in this Article 4 will survive for a period of two years from the Closing Date.

ARTICLE 5 **PRE-CLOSING COVENANTS**

5.1 Ordinary Course

From the Execution Date until the Closing, the Vendor agrees to, and to cause the Target to, as applicable, continue to carry on the Target Business and maintain its assets in the ordinary course of business, shall maintain payables and other liabilities at levels consistent with past practice, and during this period, the Target shall not (and the Vendors shall cause the Target not to):

- (a) declare, set aside or pay any dividend or other distribution (whether in cash, securities or other property) in respect of its share capital;
- (b) undertake any non-arm's length or related party transactions of any kind other than in the ordinary course of the Target Business and for full fair market value consideration;
- (c) incur any Liabilities which, in accordance with GAAP applied consistently with prior periods, are shown or should be shown on a balance sheet of the Target as "current liabilities" including, without limitation, accounts payable, deferred revenue and accrued liabilities in respect of any goods purchased by, or services performed for the Target before the Closing Date;
- (d) incur any Liabilities which are not or will not be reflected on the Closing Statements; or
- (e) agree or commit to do any of the foregoing.

5.2 Required Approvals

- (a) As promptly as practicable after the Execution Date, the Vendor will, and will cause the Target to, make all filings required by Applicable Laws to be made by it in order to consummate the transactions in accordance with the terms of this Agreement. Between the Execution Date and the Closing, the Target and the Vendor will cooperate with the Purchaser with respect to all filings that the Purchaser is required to make by Applicable Law or in connection with the transactions contemplated herein.
- (b) As promptly as practicable after the Execution Date, the Purchaser will make all filings required by Applicable Laws to be made by it in order to consummate the transactions in accordance with the terms of this Agreement. Between the Execution Date and the Closing, the Purchaser will cooperate with the Target and the Vendor with respect to all filings that the Target or the Vendor are required to make by Applicable Law or in connection with the transactions contemplated herein.

5.3 Notification

- (a) The representations and warranties of the Vendor pursuant to Article 3, Article 3 on the one hand, and of the Purchaser pursuant to Article 4 on the other hand, must be true and correct in all respects, except for de minimis inaccuracies, as at the Closing with the same force and effect as though such representations and warranties had been made as of the Closing (except those representations and warranties that address matters only as of the date hereof or another specified date, which shall be true and correct as of such date).
- (b) Between the Execution Date and the Closing, each of the Parties will promptly notify the others in writing if any such Party becomes aware of any fact or condition that causes or constitutes a breach of any of the representations and warranties set forth herein, or if such Party becomes aware of the occurrence of any fact or condition that would (except as expressly contemplated by this Agreement) cause or constitute a breach of any such representation or warranty had such representation or warranty been made as of the time of occurrence or discovery of such fact or condition. During the same period, each Party will promptly notify the others of the occurrence of any breach of any covenant set forth herein or of the occurrence of any event that may make the satisfaction of the conditions set forth herein impossible or unlikely.

5.4 Best Efforts

Between the Execution Date and the Closing, the Parties will use their reasonable best efforts to cause the conditions contained in this Agreement to be satisfied.

5.5 Obligations Conditional

The obligations of the Purchaser, on the one hand, and the Vendor, on the other hand, to complete the transactions contemplated by this Agreement are subject to compliance by the other Parties with the pre-closing conditions and covenants made by such Parties under this Article 5.

ARTICLE 6 **CLOSING**

6.1 Closing Date and Location

The completion of the transactions contemplated by this Agreement will take place as a virtual Closing by way of an electronic exchange of documents on the Closing Date. All proceedings to be taken and all documents to be executed and delivered by the Parties at the Closing shall be deemed to have been taken and executed and delivered simultaneously and no proceedings shall be deemed to have been taken nor documents executed or delivered until all have been taken, executed and delivered.

6.2 Target and Vendor Closing Documents

At the Closing, the Target and the Vendor will deliver, or cause to be delivered, to the Purchaser the documents set forth in Section 7.1, and such other documents as the Purchaser may reasonably require to affect the transactions contemplated hereby.

6.3 Purchaser Closing Documents

At the Closing, the Purchaser will deliver, or cause to be delivered, to the Target and the Vendor the documents set forth in Section 8.1, and such other documents as the Target and the Vendor may reasonably require to affect the transactions contemplated hereby.

ARTICLE 7 **PURCHASER'S CONDITIONS PRECEDENT**

7.1 Purchaser's Conditions Precedent

The obligation of the Purchaser to complete the transactions contemplated by this Agreement will be subject to the satisfaction or waiver of, at or before the Closing, the following conditions precedent:

- (a) the representations and warranties of the Vendor set forth in this Agreement being true, correct and complete in all material respects as of the Closing and with the same effect as if made at and as of the Closing;
- (b) the Target and the Vendor having performed and complied with all of their respective material obligations, covenants and agreements required hereunder, including without limiting the generality of the foregoing, the pre-closing covenants made by the Vendor and the Target in Article 5;
- (c) no Proceedings pending or threatened to enjoin, restrict or prohibit the Transaction or obtain damages in respect of this Agreement; and
- (d) no claim having been asserted or made that any Person (other than the Purchaser or the Vendor) is the holder or the beneficial owner of, or has the right to acquire or to obtain beneficial ownership of, any of the Target Shares, or any other voting, equity, or ownership interest in, the Target;
- (e) all consents, renunciations, authorizations or approvals of each applicable Governmental Body and any other Person which, in the Purchaser's reasonable opinion, must be obtained prior to the Closing in order to give effect to the purchase of the Target Shares and the Transaction (including without limitation all consents and approvals set out at **Schedule 3.17**), having been obtained to the Purchaser's satisfaction or in accordance with any applicable Contracts or Applicable Laws;
- (f) the Purchaser having received from the Target and the Vendor the following deliveries prior to Closing:
 - (i) a copy of resolutions of the Target's board of directors approving the entry into of this Agreement, and the transfer of the Target Shares to the Purchaser;

- (ii) a copy of resolutions of the Vendor's board of directors approving the entry into of this Agreement, and the sale of the Target Shares to the Purchaser;
- (iii) a certificate executed by the Vendor certifying that: (A) the representations and warranties of the Vendor set forth in this Agreement are true and correct in all material respects as at the Closing, (B) the Target and the Vendor have performed and complied with all of their material obligations, covenants and agreements required hereunder, and (C) all conditions precedent of the Vendor for completion of the transactions contemplated herein have been satisfied or waived,
- (iv) the written resignation and release of each of the directors and officers of the Target;
- (v) all such instruments of transfer, duly executed, which in the opinion of the Purchaser acting reasonably are necessary to effect and evidence the transfer of the Target Shares to the Purchaser, free and clear of all Encumbrances or Liens; and
- (vi) all authorizations, licences, approvals, consents, orders, registrations, declarations, filings and notices referred to in **Schedule 3.17**, in each case in form and substance satisfactory to the Purchaser acting reasonably;
- (vii) a waiver, release and discharge of the HBFG Loan pursuant to which the HBFG Loan will be forgiven and the debt thereunder cancelled, released and discharged at Closing, signed by HBFG;
- (viii) an assignment of the Lease to the Target, executed by the landlord, the current tenant, and the Target, effective as of Closing;
- (ix) certificate of good standing of each of the Vendor and the Target; and
- (x) such other documentation and certificates as are reasonably requested by the Purchaser in connection with the transactions contemplated in this Agreement.

7.2 Waiver/Survival

The conditions set forth in this Article 7 are for the exclusive benefit of the Purchaser and may be waived by the Purchaser in writing, in whole or in part, on or before the Closing. Notwithstanding any such waiver, the completion of the transactions contemplated by this Agreement will not prejudice or affect in any way the rights of the Purchaser in respect of the warranties and representations of the Vendor in this Agreement, and except as otherwise expressly set out herein, the covenants, agreements, representations and warranties of the Vendor in this Agreement will survive the Closing for the applicable period set out in Section 3.17.

ARTICLE 8 VENDOR'S CONDITIONS PRECEDENT

8.1 Target and Vendor's Conditions Precedent

The obligation of the Vendor to complete the transactions contemplated by this Agreement will be subject to the satisfaction of or waiver of, at or before the Closing, the following conditions precedent:

- (a) the representations and warranties of the Purchaser set forth in this Agreement being true, correct and complete in all respects as of the Closing and with the same effect as if made at and as of Closing;
- (b) the Purchaser having performed and complied with all of the obligations, covenants and agreements to be performed and complied with by it hereunder, including without limiting the

generality of the foregoing, the pre-closing covenants made by the Vendor and the Target in Article 5;

- (c) the Base Purchase Price (less the Deposit) being paid in accordance with Section 2.3;
- (d) no Proceedings pending or threatened to enjoin, restrict or prohibit the Transaction or obtain damages in respect of this Agreement; and
- (e) the Target and Vendor having received from the Purchaser:
 - (i) a copy of resolutions of the board of directors of the Purchaser authorizing the entry into of this Agreement, and the purchase of the Target Shares from the Vendor;
 - (ii) a certificate executed by an officer of the Purchaser certifying that: (A) the representations and warranties of the Purchaser set forth in this Agreement are true and correct in all material respects as at the Closing, (B) the Purchaser has performed and complied with all of its material obligations, covenants and agreements required hereunder, and (C) all conditions precedent of the Purchaser for completion of the transactions contemplated herein have been satisfied or waived;
 - (iii) a release from the Target and the Purchaser of all claims it and the Purchaser may have against the Released Persons, arising out of their ownership, management or control of the Target prior to Closing, other than claims arising under or pursuant to this Agreement or the Transaction Documents (including without limitation claims indemnification claims hereunder), or in respect of intentional misrepresentation or fraud;
 - (iv) a certificate of good standing of the Purchaser; and
 - (v) such other documentation and certificates as are reasonably requested by the Vendor in connection with the transactions contemplated in this Agreement.

8.2 Waiver/Survival

The conditions set forth in this Article 8 are for the exclusive benefit of the Vendor and may be waived in whole or in part, on or before the Closing, by written notice from the Target and Vendor. Notwithstanding any such waiver, completion of the transactions contemplated by this Agreement by the Target and Vendor will not prejudice or affect in any way the rights of the Target and Vendor in respect of the warranties and representations of the Purchaser set forth in this Agreement, and except as otherwise expressly set out herein, the covenants, agreements, representations and warranties of the Purchaser in this Agreement will survive the Closing for the applicable period set out in Section 4.6.

8.3 Covenant of the Purchaser

The Purchaser covenants to deliver to the Target and the Vendor, on or before the Closing Date all of the Closing documentation set out in Section 8.1, and such other documents as the Target and Vendor may reasonably require to affect the transactions contemplated hereby.

ARTICLE 9 **TERMINATION**

9.1 Termination

This Agreement may be terminated at any time prior to the Closing by:

- (a) mutual written agreement of the Purchaser and the Vendor;

- (b) the Purchaser, if there has been a material breach by the Target or the Vendor of any representation, warranty, covenant or agreement set forth in this Agreement on the part of the Target or Vendor that is not cured, to the reasonable satisfaction of the Purchaser, within 10 Business Days after notice of such breach is given by the Purchaser to the Target and Vendor (except that no cure period will be provided for a breach by the Target or the Vendor that, by its nature, cannot be cured);
- (c) the Vendor, if there has been a material breach by the Purchaser of any representation, warranty, covenant or agreement set forth in this Agreement on the part of the Purchaser that is not cured, to the reasonable satisfaction of the Vendor within 10 Business Days after notice of such breach is given by the Vendor to the Purchaser (except that no cure period will be provided for a breach by the Purchaser that by its nature cannot be cured); or
- (d) either the Purchaser or the Vendor, if any Order of a Governmental Body of competent authority preventing the consummation of the transactions contemplated by this Agreement has become final and non-appealable.

9.2 Agreement of No Further Force or Effect

If either the Purchaser or the Vendor wishes to terminate this Agreement pursuant to Section 9.1 (other than pursuant to Section 9.1(a)), such Party shall give written notice of such termination to the other Party. In the event of the termination of this Agreement as provided in Section 9.1, this Agreement will be of no further force or effect, except as otherwise expressly contemplated hereby and provided that the provisions in Sections 9.2, 12.1, 12.4, 12.5, 12.6, 12.7 and 12.9 shall survive any termination hereof; and provided further that no termination of this Agreement will relieve any Party of liability for any breaches of this Agreement that are based on a wrongful refusal or failure to perform any obligations under this Agreement.

ARTICLE 10 POST-CLOSING COVENANTS

10.1 Tax Returns

- (a) After the Closing, the Vendor shall cause to be prepared, and filed on a timely basis (which shall in any event be at least 90 days after the Closing Date) all Tax Returns for the Target relating to any Tax periods that begin prior to the Closing Date and end on or before the Closing Date for which Tax Returns are not yet due for filing until after the Closing Date (the "**Stub Period Returns**"). The Vendor shall provide to the Purchaser for its review the Stub Period Returns at least 45 Business Days prior to their filing and shall make changes reasonably requested by the Purchaser to the Stub Period Returns prior to their filing; provided that, such changes are not contrary to Applicable Law, and will provide the Purchaser with a copy of the final Stub Period Returns concurrently with or promptly following the filing of same.
- (b) After the Closing, the Purchaser shall prepare and file when due all Tax Returns required to be filed by or with respect to the Target relating to taxable periods that begin before and end after the Closing Date ("**Straddle Periods Returns**").
- (c) The Purchaser and the Vendor shall provide each other with such assistance as may reasonably be requested by either of them in connection with the preparation of any Tax Return, any audit or other examination by any Governmental Body, or any judicial or administrative proceedings relating to Taxes of the Target.

10.2 Transitional Support

- (a) The Vendor shall use commercially reasonable efforts to cause Shawn Moniz to provide reasonable transitional assistance to the Target in connection with the operation of the Target

Business, as conducted prior to the Closing, for a period of 3 months following the Closing (“**Transition Period**”).

- (b) The transitional assistance shall:
 - (i) be limited to knowledge transfer, and providing historical context reasonably requested by the Purchaser or the Target from time to time during the Transition Period, such as but not limited to existing contracts and vendor history, employee history, broker and sales history, vendor and supplier contacts, CRA access, tax history, HST submissions, rental history, etc.);
 - (ii) be provided in good faith and in a cooperative manner; and
 - (iii) not require the provision of services that are outside the ordinary course of the Target Business or that would be unlawful or inconsistent with the Vendor’s representative’s existing obligations.
- (c) The transitional assistance shall be provided at no additional charge, provided that the Purchaser shall reimburse the Vendor for all reasonable and properly documented out-of-pocket expenses incurred in connection with the provision of such assistance.
- (d) The Vendor makes no representation or warranty as to the results of the transitional assistance, and neither the Vendor nor any representative of the Vendor shall be liable for any losses arising from or relating to the provision of such assistance, except to the extent resulting from gross negligence or willful misconduct.
- (e) This Section 10.2 shall survive Closing, and shall automatically terminate at the end of the Transition Period, unless otherwise agreed in writing between the Parties.

ARTICLE 11 **INDEMNITIES**

11.1 Agreement of the Purchaser to Indemnify

The Purchaser will indemnify, defend, and hold harmless, to the full extent of the law, the Vendor from, against, and in respect of, any and all Losses suffered asserted against, relating to, imposed upon, or incurred by the Vendor by reason of, resulting from, based upon, or arising out of or in connection with:

- (a) any breach or inaccuracy any representation or warranty of the Purchaser contained in this Agreement or any other Transaction Document; or
- (b) any breach, non-performance or non-fulfillment of any term or covenant to be observed or performed by the Purchaser under this Agreement or any other Transaction Document.

11.2 Agreement of the Vendor to Indemnify

The Vendor will indemnify, defend, and hold harmless, to the full extent of the law, the Purchaser and its successors, assigns and Affiliates and each of their respective officers, directors, employees, representatives and agents from, against, and in respect of any and all Losses suffered, asserted against, relating to, imposed upon, or incurred by the Purchaser by reason of, resulting from, based upon or arising out of or in connection with:

- (a) any breach or inaccuracy any representation or warranty of the Vendor contained in this Agreement or any other Transaction Document;

- (b) any breach, non-performance or non-fulfillment of any term or covenant to be observed or performed by the Vendor under this Agreement or any other Transaction Documents;
- (c) any and all Taxes which the Target is or becomes liable to pay attributable to all periods (or portions thereof) ending prior to the Closing Date;
- (d) any Indebtedness, Related Party Obligations or Transaction Costs arising from or in connection with the periods prior to Closing to the extent not paid out by the Vendor at Closing or accounted for in the Purchase Price Adjustment Statement and paid out by the Vendor pursuant to Section 2.4 (which, for certainty, shall capture any Indebtedness, Related Party Obligations or Transaction Costs disclosed on the schedules to this Agreement, except for the CEBA Loan).

For the purposes of this Section 11.1(b), Losses suffered or incurred by the Target shall be deemed to be Losses suffered by the Purchaser, (B) Losses of the Purchaser are not limited to matters asserted by third parties against the Purchaser but include Losses incurred or sustained by the Purchaser in the absence of third party claims, and (C) payments by the Purchaser of amounts for which the Purchaser are indemnified shall not be a condition precedent to recovery.

11.3 Third Party Claims

- (a) If any third party notifies a Party entitled to indemnification under Section 11.1 or (b) (each an “**Indemnified Party**”) with respect to any matter (a “**Third-Party Claim**”) which may give rise to an indemnity claim against a Party required to indemnify such Indemnified Party under Section 11.1 or (b) (each an “**Indemnifying Party**”), then the Indemnified Party will promptly give written notice to the Indemnifying Party; provided, however, that no delay on the part of the Indemnified Party in notifying the Indemnifying Party will relieve the Indemnifying Party from any obligation under this (a), except to the extent such delay was actually and materially prejudices the Indemnifying Party.
- (b) The Indemnifying Party will be entitled to participate in the defense of any Third-Party Claim that is the subject of a notice given by the Indemnified Party pursuant to Section 11.3(a). In addition, the Indemnifying Party will have the right to defend the Indemnified Party against the Third-Party Claim with counsel of its choice reasonably satisfactory to the Indemnified Party so long as: (i) the Indemnifying Party gives written notice to the Indemnified Party within 15 days after the Indemnified Party has given notice of the Third-Party Claim that the Indemnifying Party elects to assume the defense of such Third-Party Claim; (ii) the Indemnifying Party provides the Indemnified Party with evidence reasonably acceptable to the Indemnified Party that the Indemnifying Party will have adequate financial resources to defend against the Third-Party Claim and fulfill its indemnification obligations hereunder; (iii) if the Indemnifying Party is a party to the Third-Party Claim or, in the reasonable opinion of the indemnified Party, some other actual or potential conflict of interest exists between the Indemnifying Party and the Indemnified Party, the Indemnified Party determines in good faith that joint representation would not be inappropriate; (iv) the Third-Party Claim does not relate to or otherwise arise in connection with Taxes or any criminal or regulatory enforcement action; (v) settlement of, an adverse judgment with respect to or the Indemnifying Party’s conduct of the defense of the Third-Party Claim is not, in the good faith judgment of the Indemnified Party, likely to be materially adverse to the Indemnified Party’s reputation or continuing business interests (including its relationships with current or potential customers, suppliers or other parties material to the conduct of its business); and (vi) the Indemnifying Party conducts the defense of the Third-Party Claim actively and diligently. The Indemnified Party may retain separate co-counsel at its sole cost and expense and participate in the defense of the Third-Party Claim; provided, however, that the Indemnifying Party will pay the reasonable fees and expenses of separate co-counsel retained by the Indemnified Party that are incurred prior to the Indemnifying Party’s assumption of control of the defense of the Third-Party Claim.
- (c) The Indemnifying Party will not consent to the entry of any judgment, or enter into any compromise or settlement, with respect to the Third-Party Claim without the prior written consent of the Indemnified Party, unless such judgment, compromise or settlement: (i) provides for the payment by the Indemnifying Party of money as sole relief for the claimant; (ii) results in the full and general

release of the Indemnified Party from all Liabilities arising or relating to, or in connection with, the Third-Party Claim; and (iii) involves no finding or admission of any violation of Applicable Laws or the rights of any Person and has no effect on any other claims that may be made against the Indemnified Party.

- (d) If the Indemnifying Party does not deliver the notice contemplated by Section 11.3(b)(i), or the evidence contemplated by Section 11.3(b)(ii), within 15 days after the Indemnified Party has given notice of the Third-Party Claim, or otherwise at any time fails to conduct the defense of the Third-Party Claim actively and diligently, the Indemnified Party may defend, and may consent to the entry of any judgment or enter into any compromise or settlement with respect to, the Third-Party Claim in any manner it may deem appropriate; provided, however, that the Indemnifying Party will not be bound by the entry of any such judgment consented to, or any such compromise or settlement effected, without its prior written consent (which consent will not be unreasonably withheld or delayed). In the event that the Indemnified Party conducts the defense of the Third-Party Claim pursuant to this Section 11.3(d), the Indemnifying Party will: (i) advance the Indemnified Party promptly and periodically for the costs of defending against the Third-Party Claim (including reasonable attorneys' fees and expenses); and (ii) remain responsible for any and all other Losses that the Indemnified Party may incur or suffer resulting from, arising out of, relating to, in the nature of or caused by the Third-Party Claim to the fullest extent provided in this 10.2(a).

11.4 Mitigation

Nothing in this Agreement in any way restricts or limits the general obligation at law of the Indemnified Party to mitigate any loss which it may suffer or incur by reason of the breach by the Indemnifying Party of any representation, warranty, covenant or obligation of the Indemnifying Party under this Agreement or in any certificate or document delivered pursuant to or contemplated by this Agreement.

ARTICLE 12 GENERAL

12.1 Expenses

Each Party will be responsible for and bear all of its own costs and expenses (including those of such Party's Employees, representatives (including any financial or other advisers) agents, brokers and finders, and any Affiliates thereof) incurred in connection with the preparation of this Agreement and the transactions contemplated by this Agreement.

12.2 Assignment

No Party may assign any of its respective rights under this Agreement without the prior written consent of each of the other Parties.

12.3 Notices

Any notice required or permitted to be given under this Agreement will be in writing and may be given by delivering, sending by email or other means of electronic communication capable of producing a printed copy, or sending by prepaid registered mail, the notice to the following address or number:

If to the Purchaser: 700-838 West Hastings Street,
Vancouver, BC, CA, V6C 0A6
[Redacted]
Email: [Redacted: Personal information]

If to the Vendor:

[Redacted]

[Redacted]
Email: [Redacted: Personal information]

(or to such other address or number as any Party may specify by notice in writing to the others).

Any notice delivered or sent by email or other means of electronic communication capable of producing a printed copy on a Business Day will be deemed conclusively to have been effectively given on the day the notice was sent or, if such day is not a Business Day, on the next following Business Day.

Any notice sent by prepaid registered mail will be deemed conclusively to have been effectively given on the third Business Day after posting; but if at the time of posting or between the time of posting and the third Business Day thereafter there is a strike, lockout, or other labour disturbance affecting postal service, then the notice will not be effectively given until actually delivered.

12.4 Independent Legal Advice

Each of the Parties acknowledge that they have had the opportunity to obtain their own independent legal advice, and that this Agreement will be construed neither strictly for nor strictly against any Party, irrespective of which Party was responsible for drafting this Agreement.

12.5 Governing Law; Venue

This Agreement, the legal relations between the Parties, all matters relating hereto or arising herefrom, and the adjudication and the enforcement thereof, will be governed by and interpreted and construed in accordance with the substantive laws of the Province of British Columbia, and the federal laws of Canada applicable therein, without regard to applicable choice of law provisions thereof. The Parties agree that any action, suit or proceeding arising out of, or relating to, this Agreement or the transactions contemplated hereby will be brought in a suitable court located in the Province of British Columbia, and each Party irrevocably submits to the exclusive jurisdiction of such court.

12.6 Severability

If any covenant or other provision of this Agreement is invalid, illegal, or incapable of being enforced by reason of any rule of law or public policy, then such covenant or other provision will be severed from and will not affect any other covenant or other provision of this Agreement, and this Agreement will be construed as if such invalid, illegal, or unenforceable covenant or provision had never been contained in this Agreement. All other covenants and provisions of this Agreement will, nevertheless, remain in full force and effect, and no covenant or provision will be deemed dependent upon any other covenant or provision unless so expressed herein.

12.7 Entire Agreement

This Agreement, the schedules attached hereto, and the other Transaction Documents contain the entire agreement between the Parties with respect to the subject matter hereof, and expressly supersede and terminate all prior offers, arrangements and understandings, both written and oral, expressed or implied, with respect thereto.

12.8 Further Assurances

The Parties will execute and deliver all such further documents, do or cause to be done all such further acts and things, and give all such further assurances, as may be necessary to give full effect to the provisions and intent of this Agreement.

12.9 Enurement

This Agreement and each of the terms and provisions hereof will enure to the benefit of, and be binding upon, the Parties and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns, as applicable.

12.10 Amendment

No alteration, amendment, modification or interpretation of this Agreement or any provision of this Agreement shall be valid or binding upon the Parties hereto unless such alteration, amendment, modification or interpretation is in a form executed by the Parties.

12.11 Schedules

The schedules attached hereto are incorporated herein and expressly intended to be part of this Agreement.

12.12 Counterparts

This Agreement may be executed in several counterparts, each of which will be deemed to be an original, and all of which will together constitute one and the same instrument, and delivery of an executed copy of this Agreement by email transmission or other means of electronic communication capable of producing a printed copy will be deemed to be execution and delivery of this Agreement as of the Execution Date.

[Remainder of this page left intentionally blank. Signature pages follow.]

IN WITNESS WHEREOF the Parties have duly executed this Agreement as of the Execution Date.

HOLY CRAP FOODS INC.

(signed) [REDACTED]

Per:

I have authority to bind the corporation

HAPPY BELLY COFFEE INC.

(signed) [REDACTED]

Per:

I have authority to bind the corporation

RESTART LIFE SCIENCES CORP.

(signed) [REDACTED]

Per:

I have authority to bind the corporation

Exhibit A
Target Shares

Authorized share structure of Target:

- Unlimited number of common shares

Issued and outstanding shares of Target:

- Happy Belly Coffee Inc. - 100 common shares

Schedule 3.6 – Material Contracts

[Redacted: Commercially sensitive information]

Schedule 3.8 – Employees and Contractors

[Redacted: Commercially sensitive information]

Schedule 3.12 – Licenses and Permits

[Redacted: Commercially sensitive information]

Schedule 3.13 – Target Intellectual Property

[Redacted: Commercially sensitive information]

Schedule 3.17 – Required Consents and Approvals

[Redacted: Commercially sensitive information]